there prevails the same high standard of excellence which the name of Judge Bennett insures. The praise given to the former editions of this work can but be repeated, with the additional remark that the citations have been carefully brought down to date. Much new matter, too, has been added, and the chapters on Parties, Mutual Assent, Conditions, Warranty, and Stoppage in Transitu, show careful work. To support the general view in regard to acceptance by letter, many authorities are cited, though "in some of them other considerations enter into the decisions." In point of fact only a few of the cases so cited are directly in point, and the reader is left to find for himself those which really do turn upon "other considerations." We are glad to see that the learned Dean of the Boston University Law School inclines to agree in theory with the view expressed by Professor Langdell in 7 Am. Law Rev. 433. We must take exception, however, to the alliterative, but inaccurate, expression, "Dean of the Dane Law School," with which Professor Langdell is described. We are aware that in years gone by this was a somewhat common mistake, but, as early as 1859, we find the following statement in President Walker's annual report: "At the instance of the Law Faculty, the corporation have passed a declaratory vote in order to correct a prevalent error respecting the name by which this department of the University is known. The Hon. Nathan Dane, though not its founder, was one of its liberal and early benefactors, in consequence of which his name was given to one of the professorships and to the public building or hall occupied by the School; but it was never given or understood or expected to be given to the School itself. The true and legal name of the School is not, as many will have it, the Dane Law School, but the 'Law School of Harvard College.'" Whatever excuse may have once existed for calling it the Dane Law School must surely have ceased when the School was transferred to its present apartments in Austin Hall. To find the old epithet still clinging to the School in this present year of grace, seems a little out of date, especially from the Dean of a sister law school.

M. C. H.

METCALF ON CONTRACTS. Heard's Edition. Charles C. Soule. Boston, 1888. 8vo. pp. xlii, 433.

Mr. Justice Metcalf's book is too well known to call for any special comment. We must express a regret, however, in passing, that in his classification of contracts the learned author did not draw a sharper line between two distinct classes, both of which he includes under implied contracts. In the one class there is no promise expressed in so many words; but yet there is a meeting of minds, and from the surrounding circumstances and actions of the parties a distinct promise must be inferred. Of these contracts it may truly be said that they differ from express contracts merely in the mode of proof (p. 5, n. 1). The other class corresponds to the *obligationes quasi ex contractu* of the civil law (p. 6, n. *c*). Although it is commonly said that in this class of contracts the law will imply a promise, that is a pure fiction. At common law the ordinary remedy in the former class of cases was in special assumpsit; while in the latter class the only remedy was in general assumpsit. The following cases may be cited as examples of this latter class: *Jenkins* v. *Tucker*, 1 H. Bl. 90; *Bradshaw* v. *Beard*, 12 C. B. N.S. 344; *Chase* v. *Corcoran*, 106 Mass. 286.

The author in his text (p. 187 *et seq.*), as well as the editor in his

notes, has given, we think, too broad a definition of consideration. It is said to be an act from which the promisor derives a benefit, or one which operates as a detriment to the promisee. The latter seems to be the true test. The promisor may derive a benefit from an act of the promisee, which cannot be the consideration for a promise. But a detriment suffered by the promisee at the request of the promisor is always a good consideration.

The editor has preserved the original text, and has added a few sections in brackets. Valuable additions in the way of notes, consisting for the most part of recent Massachusetts and English citations, have been made, notably in the chapter on Partners. This edition also has an appendix containing a memoir of the author. B. G. D.

THE FIRST ANNUAL REPORT OF THE INTERSTATE COMMERCE COMMISSION, 1887, 8vo, pp. 240.

Since the establishment of this Commission, Judge Cooley and his associates have been steadily engaged in expounding the Interstate Commerce Bill, and it is now recognized, that although many difficulties still stand in the path they must travel, they have achieved great success both in doing away with many abuses which have disgraced American railway management and in imposing certain wise and necessary regulations directed both to control and to protect our railroad corporations. Broadly underlying all the decisions of the committee can be traced the great truth spoken by Judge Cooley at the dinner last June of the Harvard Law School Association: "The strength of the law lies in its commonplace character; and it becomes feeble and untrustworthy when it expresses something different from the common thoughts of man." And in giving a construction to the most difficult and perplexing section of the Act — the long and short haul clause — the recognition that this truth was vital, if the law laid down by the Commission was to be efficient for good, led to the adoption of a principle in harmony with the actual facts of railroad operation, that rates must be based on what the traffic will bear; while the principle on which the courts of law had hitherto travelled, that rates must and could be based on cost of service, was abandoned, because it disregarded certain vital elements of railway management, and thus afforded no sound or possible basis for beneficial railway regulation.

Thus to lawyers, beyond the mere establishment of a great body of new law, the work of the Commission is of interest as an illustration that true principle must triumph in the end, and that the only true principle or theory is that which gives the final reason, though oftentimes not the perceived cause or motive, for men acting in the way they do.

A discussion of the subject-matter of the report would seem out of place in view of the able article by Prof. Arthur T. Hadley on the Interstate Commerce Bill, in the January number of the "Quarterly Journal of Economics," which treats very fully and carefully the workings of the act, both in its legal and practical aspect. E. N.

THE NATIONAL LAW REVIEW. Vol. I., No. 1. N. M. Taylor, Editor. Philadelphia. pp. 48.